

**AMENDMENT FOUR (4)
TO THE INFORMATION TECHNOLOGY (IT) CONTRACT
BETWEEN THE STATE OF WYOMING,
WYOMING DEPARTMENT OF EDUCATION
AND
DATA DRIVEN ENTERPRISES, INC.**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Wyoming Department of Education (Agency) whose address is 2300 Capitol Avenue Hathaway Building, 2nd Floor Cheyenne, WY 82002-2060, and Data Driven Enterprises, Inc. whose address is 11184 Huron Street, Suite 17, Northglenn, CO 80234 (Contractor).

2. **Purpose of Amendment.** This Amendment shall constitute the fourth (4th) amendment to the Contract between the Agency and the Contractor which was duly executed and became effective on May 2, 2013. The purpose of this Amendment is to: amend the Contract to allow the Contractor to access the Fall 2014 WDE 684 Data, consistent with Family Educational Right and Privacy Act (FERPA), 34 C.F.R. §99.35, to permit the Agency to share personally identifiable student information with the Contractor, for the 2014-2015 school year, which is necessary for the Contractor to carry out their duties under the Contract. There will be no additional dollars added to the Contract as a result of this amendment.

The original Contract, dated May 2, 2013, required the Contractor to provide professional services as it relates to providing data support for the Wyoming Department of Education Special Programs Division as defined in the Original Contract's Statement of Work (Attachment A) for the total Contract amount of one hundred fifty thousand dollars (\$150,000.00), with an expiration date of April 1, 2014.

Amendment Number One (1), executed on October 15, 2013, provided for additional services amending the Contract consistent with 34 C.F.R. §99.35 to permit Agency to share personally identifiable student information with Contractor, which is necessary for Contractor to carry out its duties under the Contract. There were no additional dollars added to the Contract as a result of that amendment.

Amendment Number Two (2) executed on April 15, 2014, provided for the extension of the Contract term from April 1, 2014 to April 1, 2015 in order to allow work to continue by providing data support for the Wyoming Department of Education Special Programs Division's implementation of the required System of General Supervision Pursuant to the Individuals with Disabilities Education Act (IDEA) and in increase the payment amount by one hundred fifty thousand dollars (\$150,000.00) to three hundred thousand dollars (\$300,000.00).

Amendment Number Three (3) executed on May 2, 2014 provided for the Contract to be amended in order for it to be consistent with the Family Educational Right and Privacy Act (FERPA), § 34 C.F.R.99.35, to permit the Agency to share personally identifiable student information with the Contractor, which is necessary for the Contractor to carry out their duties under the Contract. There will be no additional dollars added to the Contract as a result of this amendment.

3. **Term of the Amendment.** This Amendment shall commence on March 10, 2015 or upon the date the last required signature is affixed hereto, whichever is later, and shall remain in full force and effect through the term of the Contract, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule or regulation.
4. **Additional Responsibilities of the Contractor.** The Contractor shall ensure privacy and security of all Agency PII data.
 - A. All information not specifically identified as personally identifiable Information (PII) must be treated as privileged communications: must be held confidential; and must meet the terms and conditions of compliance. Under the Contract, the Contractor is responsible for security and privacy compliance and must take advantage of the appropriate security capabilities and measures and adequate data validation, as well as have appropriate policies as and procedures in place to minimize or prevent unlawful access by any person who may have access to the System. Failure of the Contractor or its employees, agents, and/or subcontractors to comply with these regulations will be a material breach of the Contract and must permit the Agency to immediately terminate the Contract. Any breach of security involving PII from public school districts in Wyoming requires notification of Agency and school districts, as data owner. Contractor will be required to provide a proposed incident response plan as it applies to any observable occurrence in a system or network that compromises the confidentiality, integrity and availability of Agency data. This includes any suspected violation or threat of violation of computer security policies, acceptable use policies, or standard security practices. Contractor will be required to notify the Agency's authorized representative, within twenty-four (24) hours, of any suspected breach of data related to the State of Wyoming's data.
 - B. The Contractor must have written policies governing access to, duplication and dissemination of all such information. The Contractor must advise its employees, agents and subcontractors, if any, that they are subject to these confidentiality requirements. The contractor must provide its employees, agents and subcontractors, if any, with a copy or written explanation of these confidentiality requirements before access to confidential data is permitted.
 - C. Disciplinary policies are applied across all sources of information identifying individuals or employers. Agency will consider any improper disclosure of any

information considered confidential under federal or state law to be flagrant misconduct. All employees of Data Driven Enterprises, Inc. are to be made aware that all information collected under the auspices of this Contract can be used only for purposes outlined in this Contract and attachments. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.

- D.** Contractor will permit any authorized representative of the Agency to inspect or audit Contractor premises to determine whether or not Contractor is complying with all terms, conditions, and provisions of this Contract.
- E.** All information not specifically identified as Personally Identifiable Information (PII) must be treated as privileged communications; must be held confidential; and must meet the terms and conditions of compliance.
- F.** The sale and unauthorized use of student data: Any PII from students' education records that the third party receives under this Contract may only be used for the specific purpose for which it was disclosed. Further, under FERPA's school official exception, the third party may not share (or sell) FERPA-protected data.
- G.** Contractor shall provide quarterly updates, at a minimum, to Agency on the progress of work being completed for this Contract.
- H.** Contractor agrees to abide by all the provisions included in the Attachment G, Non-Disclosure Affidavit.
- I.** Acknowledge and agree that the contract is subject to all Federal and State mandates including but not limited to The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), Protection of Pupil Rights Amendment (PPRA), Children's Online Privacy Protection Act, Children's Internet Protection Act and Privacy Act of 1974.
- J.** Disciplinary policies are applied across all sources of information identifying individuals or employers. Agency will consider any improper disclosure of any information considered confidential under federal or state law to be flagrant misconduct. All employees of Contractor are to be made aware that all information collected under the auspices of this contract can be used only for purposes outlined in this contract and attachments. Further, individuals may be subject to civil penalties under the Privacy Protection Act of 1974 as amended by the Computer Matching and Privacy Protection Act of 1988 (5 USC Sec 552a) as well as subject to criminal penalties under the Confidential Information Protection

and Statistical Efficiency Act of 2002 (Title V of PL 107-347), depending on the nature and extent of the disclosure.

5. Additional Responsibilities of the Agency.

- A. Personally Indentifiable Information (PII).** The Agency shall share Personally Identifiable Information (PII) with Contractor for 2014-2015 consistent with 34 C.F.R. §99.35, which is necessary for Contractor to carry out their duties under the Contract.
- B. Project Representative.** All project management and coordination for the Agency shall be through a single point of contact designated as the Project Representative. The Agency Project Representative for this project is Leslie Bechtel Van Orman.

6. Special Provisions.

- A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

7. General Provisions.

- A. Entirety of Contract.** This Amendment, consisting of five (5) pages, the original Contract consisting of fifteen (15) pages, Amendment Number One (1), consisting of five (5) pages, Amendment Number Two (2), consisting of three (3) pages, the original Statement of Work (Attachment A), consisting of four (4) pages, the Action Plan (Attachment B), consisting of four (4) pages, the Explanation of Work (Attachment C), consisting of three (3) pages, the Non-Disclosure Affidavit (Attachment D), consisting of two (2) pages, the Statement of Work (Attachment E), consisting of four (4) pages, the Explanation of Work (Attachment F), consisting of six (6) pages, the Non-Disclosure Affidavit (Attachment G), consisting of three (3) pages, the Explanation of Work, consisting of seven (7) pages, and the RFP (#0214-U), consisting of six (6) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral

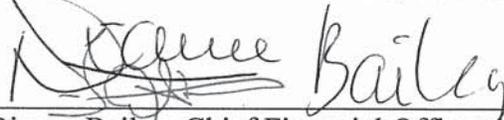
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8. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

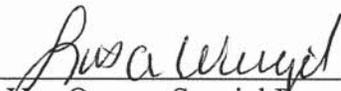
The effective date of this Amendment is the date of the signature last affixed to this page.

THE STATE OF WYOMING, WYOMING DEPARTMENT OF EDUCATION



Dianne Bailey, Chief Financial Officer

3/12/15
Date



~~Leslie Van Orman~~, Special Programs Division, ~~Interim~~ Director
Lisa Weigel

3-9-15
Date

DATA DRIVEN ENTERPRISES, INC.



Susan R. Wagner, Ph.D., President,
VC0000005306

3-4-15
Date

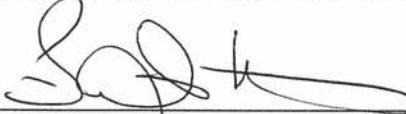
ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM



S. Jane Caton, Senior Assistant Attorney General

2-25-15
Date

DEPARTMENT OF ENTERPRISE TECHNOLOGY SERVICES APPROVAL



Flint Waters, State Chief Information Officer

3/10/15
Date



February 10, 2015

Leslie Bechtel Van Orman
Interim Division Director of Special Education
Wyoming Department of Education

Leslie:

Data Driven Enterprises (DDE) is an external research and evaluation firm that works as a subcontractor on behalf of the Wyoming Department of Education (WDE) to assist them in collecting, analyzing and reporting on special education-related data. The purpose of this study is to analyze special education students' enrollment characteristics, discipline behaviors, graduation/drop-out data, and performance on the PAWS, ACT, PLAN, EXPLORE, and MAP tests in order to fulfill requests for general supervision under IDEA and to fulfill State Performance Plan (SPP) requirements of the Office of Special Education Programs (OSEP).

In order to fulfill the tasks specified in the Agreement to the Contract between the Wyoming Department of Education and Data Driven Enterprises, executed on April 23, 2013 and amended in April 2014, Data Driven Enterprises will need to be given access to certain data from the WDE (**Data Release Request Point 2**).

The purpose of this memo is to:

- a) clearly specify what data is needed and for what reasons (**Data Release Request Point 1**);
- b) describe how the data will be utilized and analyzed (**Data Release Request Point 1**);
- c) describe how the data will be presented and reported (**Data Release Request Point 2**);
- d) describe all individuals who will be requesting and handling the data (**Data Release Request Point 2**);
- e) indicate the estimate date the data is needed (**Data Release Request Point 1**);
- f) indicate the desired medium of release (**Data Release Request Point 3**); and
- g) provide a detailed overview of all security procedures that will be used in the handling of such data (**Data Release Request Point 5**).

I. **Types of Data**, for the **2014-15 School Year**, fall into one of the following categories:

Data Request #1: Student level information from the fall WDE 684 special education component in order to analyze and report out on the characteristics of students with disabilities. All data elements from the special education component are requested.

Data Request #2: Student information from the fall WDE 684 file in order to examine the enrollment patterns of students with disabilities once they leave special education and to compare the characteristics of students with disabilities to the characteristics of students without disabilities. In addition, information from the WDE 684 will be used to report out on aggregated results by subgroup for the Instructional Foundations for Kindergarten assessment. All data elements from the WDE 684 are requested.

Data Request #3: Student level graduation and drop-out information in order to provide districts with information on their graduation and drop-out cohorts at the annual data share-out. The most recent graduation data is requested (since there is a data lag, this would be 2012-13 data).

Attachment F to Amendment Four (4) between State of Wyoming, Department of Education Special Programs Division and Data Driven Enterprises, Inc.

Data Request #4: Student level fall and spring MAP information in order to generate performance level rates for students with disabilities at grades K-10 and to compare the performance of students with disabilities to the performance of students without disabilities. All data elements from the MAP file are requested.

Data Request #5: Summary Graduation/Drop-Out Statistics. This is the data generated by WDE that shows the confidential and public graduation and drop-out rate statistics by school, by district, by state for all students, and for each NCLB subgroup, including students with disabilities. The graduation rates include 4-year, 5-year, and 6-year rates. The most recent graduation data is requested (since there is a data lag, this would be 2012-13 data).

Table 1 provides an overview of: 1) What data will be requested, when and why; 2) how data will be transmitted, utilized and analyzed; and 3) how data will be presented and reported. **Table 1 addresses Data Release Request Points 1, 2, 3,4,5, .** Table 1 is followed by a description of which individuals will be responsible for requesting and handling the data as well as an overview of data security procedures to be employed by all authorized individuals having access to the data.

TABLE 1. Data Being Requested in Order to Comply With General Supervision for IDEA

Data being requested	Estimated date for data request (Point 6)	Medium of release (Point 7)	Reason for request (Point 1)	How data will be analyzed (Point 3)	How data will be reported (Point 4)
1. Student level information from the fall WDE 684 special education component in order to analyze and report out on the characteristics of students with disabilities. This includes K-12 and Pre-K student data.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in January-February) This data is needed as soon as possible.	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the secondary level at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out. The purpose is to provide data for our Annual Performance Report to the USDOE.	Special education enrollment data will be analyzed and reported out by various demographic groups (e.g., race/ethnicity, primary disability, ELL, grade level, etc.).	Special education enrollment data will be provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No special education-related reports will be shared with persons other than WDE special programs staff members and district special education directors.
2. Student information from the fall WDE 684 file in order to examine the enrollment patterns of students with disabilities once they leave special education. This includes all students on the enrollment file.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in January-February)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings. The purpose is to provide data for our Annual Performance Report to the USDOE.	Enrollment data will be matched with student level special education data analyzed and reported out by various demographic groups (e.g., race/ethnicity, primary disability, ELL, grade level, etc.). In addition, student level enrollment data will be matched by WISER ID with the IFK data. IFK results will be analyzed and reported by demographic group.	Enrollment data will be matched with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No special education-related reports will be shared with persons other than WDE special programs staff members and district special education directors. In addition, WDE684 data will be matched with student level data collected on the IFK and reported by demographic subgroup; for the IFK, no results will be reported where the student count is fewer than 10 students.
3. Student level graduation and drop-out information in order to provide districts with information on their graduation and drop-out	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the	Student level data will be organized by district and provided to special education directors at the data share-out.	Student level data will be organized by district and provided to special education directors at the data share-out.

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Data being requested	Estimated date for data request (Point 6)	Medium of release (Point 7)	Reason for request (Point 1)	How data will be analyzed (Point 3)	How data will be reported (Point 4)
cohorts.	possible (Generally in November-December)		district Data Share-Out. . The purpose is to provide data for our Annual Performance Report to the USDOE.		
4. Student level fall and spring MAP information in order to generate performance level rates for students with disabilities at grades K-10	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally January-February for fall data and August-September for spring data)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out. . The purpose is to provide data for our Annual Performance Report to the USDOE.	Student level MAP data will be matched by WISER ID with other special education data. MAP results will be analyzed and reported by demographic group.	MAP data will be matched with student level special education data and provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No MAP-related reports will be shared with persons other than WDE special programs staff members and district special education directors.
5. Summary Graduation/Drop-Out Statistics. This is the data generated by WDE that shows the confidential and public graduation and drop-out rate statistics by school, by district, by state for all students, and for each NCLB subgroup, including students with disabilities. The graduation rates include 4-year, 5-year, and 6-year rates.	The request will be placed by DDE as soon as the data are available and fulfilled by the WDE as soon as possible (Generally in December)	Password protected excel spreadsheets sent via DDE's secure FTP site.	For the purpose of analyzing performance data at the statewide drill down meeting in September, subsequent district drill-down meetings, and the district Data Share-Out. . The purpose is to provide data for our Annual Performance Report to the USDOE.	The public and confidential rates will be compared over time and across subgroups.	These graduation rates will be provided in summary reports to the WDE special programs data review team at the statewide drilldown and district drilldown sessions. No graduation/drop-out reports will be shared with persons other than WDE special programs staff members and district special education directors.

II. Individuals Responsible for Handling Data (Data Release Request Point 5): Officials Requesting the Data: Data Request #1 will be made directly to the WDE by Susan Wagner, President of DDE Data.

Attachment F to Amendment Four (4) between State of Wyoming, Department of Education Special Programs Division and Data Driven Enterprises, Inc.

Authority to Bind the Organization: Susan Wagner has the authority to bind to any agreement signed herein.

In Charge of Day-to-Day Operations: Susan Wagner is in charge of the day-to-day operations involving the use of the data.

Staff Conducting Analyses on Data: In addition to Susan Wagner, senior researcher Tim Walters, Esther Colwell, and Blake Wilkes of DDE will have access to the data and will assist with analyses.

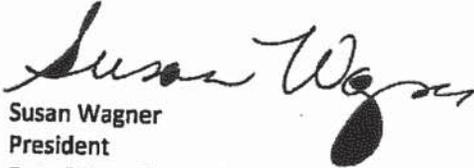
III. Security plan for the use of data (Data Release Request Point 8):

DDE will employ the following security procedures when handling data:

1. Use the data shared under this agreement for no purpose other than that authorized by the Wyoming Department of Education for purposes of fulfilling the Agreement to the Contract between the Wyoming Department of Education and Data Driven Enterprises, executed on August April 23, 2013 and amended in April 2014. DDE further agrees not to share data received with any other entity without prior approval from the WDE.
2. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of this project. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from DDE to any other institution, entity, or person, without authorization from the WY Department of Education (WDE).
3. Ensure that transmission or transfer of data is done via secured methods by and between Educational Agencies, other institutions authorized to provide data for purposes of this project, and the WDE for purposes of fulfilling the project. This includes: password protecting data files with confidential information if being sent electronically and providing password in a separate communication; and burning password-protected files onto a CD-ROM/DVD/other storage device and shipping via a carrier that tracks their shipments (e.g., FedEx, UPS) and providing tracking information.
4. Not disclose any data obtained under this agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity besides WDE. DDE may publicly report information obtained as authorized by the WDE, but specifically agrees to abide by the "small numbers" policy of excluding all data items that include any group of students less than ten (10), and to report data only in aggregate form only with no identifying information. Additionally, reporting of performance percentages for ten (10) or more students will be capped where applicable as " $\leq 10\%$ " and " $\geq 90\%$ ". Non-public reports may include reports based on fewer than 10 students. For example, at the statewide drilldown, WDE staff members may see results of some subgroups based on fewer than 10 students.
5. Not provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6) (iii) of Title 34, Code of Federal Regulations.

6. Return to the WDE all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained or upon request from the WDE. Nothing in this agreement authorizes to maintain data beyond the time period reasonably needed to complete the purpose of the request. All data shall be returned to the WDE and any copies maintained by DDE shall be destroyed at the time when WDE attests that the contract is completed and instructs DDE to destroy the data.

Sincerely,



Susan Wagner

President

Data Driven Enterprises

303-255-4648

susan@datadrivenenterprises.com